

STATEMENT OF OBJECTIONS

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

----- X
IN RE: ZAPPOS.COM, INC. :
CUSTOMER DATA SECURITY :
BREACH LITIGATION :
----- X

No. 3:12-cv-00325-RCJ-VPC, MDL No. 2357

Statement of Objections

I am a member of the plaintiff class in the case called *In re Zappos.com, Inc. Customer Data Security Breach Litigation*. I am a class member because I was a Zappos customer in January of 2012 and was consequently a victim of the data breach that occurred during that time.

I object to the settlement in this lawsuit. My reasons for objecting are:

1. The proposed settlement is to give victims of the data breach a 10% off coupon for their next purchase. Since Zappos.com undoubtedly makes more than 10% in profit off of its sales, this is not a penalty for Zappos.com, it is a reward.
2. By providing Zappos.com with a profit under the guise of a penalty, this settlement does nothing to demonstrate to Zappos.com, its parent company, Amazon, and other online retailers that there will be consequences if they do not protect their customers' data.
3. Every member of our class was affected equally by this data breach, but the amount we collect in our "settlement" is dependent on how much money we are willing to spend on Zappos.com, making this settlement unfair and unequal. If some members of the class get a larger settlement than others, it should be because they suffered greater injury, not because they have a larger budget for shoes.
4. 10% off isn't even a good deal. If I got 50% off I might feel justly compensated. 10% off is bulls***.
5. The Class's attorneys are not representing our best interest. While us plaintiffs get a coupon instead of a real settlement, the attorneys are getting almost \$1.6 million. All of the Representative Plaintiffs are getting a combined total of \$22,500, which means the attorneys are collecting 71 times the amount that all of the plaintiffs are receiving. If coupons are sufficient compensation for the plaintiffs, then our attorneys should be compensated with coupons as well.
6. In previous data breach class actions, the plaintiffs have received monetary compensation, not coupons. Plaintiffs should receive a monetary settlement in this case as well.
7. When a plaintiff receives a check in a class action settlement, the money is theirs and they can choose to spend it or save it as they wish. In this case, the coupon expires on December 31, 2019. A class action settlement should not "expire" eleven days after the Final Approval Hearing. It should not expire ever.

8. To require plaintiffs to make a purchase from Zappos.com in order to receive their settlement is an unacceptable obligation. Plaintiffs should not have to spend money in order to receive their settlement.
9. This is a "settlement" in which the victims are paying both their own settlement and the lawyers' fees through their mandatory purchases while the defendant functions as the intermediary in the transaction.

Your Honor, I urge you to reject this settlement and any other settlement that fails to provide monetary compensation to the victims of the data breach.

My personal information is:

Name: Diana S. Gonzalez

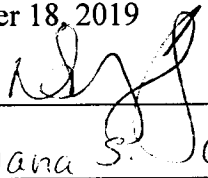
Address: 288 Prospect Park West Apt 1, Brooklyn, NY 11215

Phone Number: 646-283-5613

Dated: October 18, 2019

Signed:

Printed Name:



Diana S. Gonzalez



Diana Gonzalez <diana.s.gonzalez@gmail.com>

Information on the Zappos.com site - please create a new password

1 message

Zappos.com <zappos@zappos.com>
Reply-To: passwordchange@zappos.com
To: diana.s.gonzalez@gmail.com

Sun, Jan 15, 2012 at 11:26 PM



First, the bad news:

We are writing to let you know that there may have been illegal and unauthorized access to some of your customer account information on Zappos.com, including one or more of the following: your name, e-mail address, billing and shipping addresses, phone number, the last four digits of your credit card number (the standard information you find on receipts), and/or your cryptographically scrambled password (but not your actual password).

THE BETTER NEWS:

The database that stores your critical credit card and other payment data was NOT affected or accessed.

SECURITY PRECAUTIONS:

For your protection and to prevent unauthorized access, we have expired and reset your password so you can create a new password. Please follow the instructions below to create a new password.

We also recommend that you change your password on any other web site where you use the same or a similar password. As always, please remember that Zappos.com will never ask you for personal or account information in an e-mail. Please exercise caution if you receive any emails or phone calls that ask for personal information or direct you to a web site where you are asked to provide personal information.

PLEASE CREATE A NEW PASSWORD:

We have expired and reset your password so you can create a new password. Please create a new password by visiting Zappos.com and clicking on the "Create a New Password" link in the upper right corner of the web site and follow the steps from there.

We sincerely apologize for any inconvenience this may cause. If you have any additional questions about this process, please email us at passwordchange@zappos.com.

This was sent to diana.s.gonzalez@gmail.com.

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2280 Corporate Circle, Henderson, Nevada 89074

Zappos.com is operated by Zappos Development, Inc.
Products on Zappos.com are sold by Zappos Retail, Inc.
Gift certificates and gift cards on Zappos.com are sold by Zappos Gift Cards, Inc.



Diana Gonzalez <diana.s.gonzalez@gmail.com>

Settlement notification re: 2012 security incident

1 message

Zappos Data Settlement Administrator <info@e.zapposdatasettlement.com>
To: diana.s.gonzalez@gmail.com

Fri, Oct 18, 2019 at 12:11 AM

Please take a moment to read this email.

Hi Diana Gonzalez,

You are receiving this email because you were a Zappos customer in January 2012. As such, we are writing to inform you that a resolution has been reached in the class action lawsuit filed because of the data breach that occurred during that time.

Important additional information is below, but the short version is that you are getting a 10%-off discount code to use on an order placed before the end of year. You may also transfer the code to someone else

Here is your one-time-use code: [REDACTED] Once you've selected the items you want to purchase on Zappos.com or the Zappos App, select "Proceed to Checkout" and you'll have a chance to enter your code.

- For Desktop Users: Under "2. Payment Method," you'll see a dropdown for "Add gift card or rewards code." Simply enter the code there, click "Apply," and continue checking out.
- For App Users: Select "Gift Codes" in the top right corner, enter your code, select save, and continue checking out.

Thank you for your patience and understanding and, as always, we're here to help. If you need help with placing an order, please don't hesitate to reach out by contacting us at 2012action@zappos.com. If you need assistance regarding your legal rights related to this Notice, please see below and contact Zappos Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434, 1-855-263-1060.

Your Friends at Zappos

In re: Zappos.com, Inc. Customer Data Security Breach Litigation
United States District Court, District of Nevada,
Case No. 3:12-cv-00325-RCJ-VPC,
MDL No. 2357

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You are a member of the Settlement Class in the above-captioned lawsuit, which relates to a data security hack against Zappos.com in January 2012. The case has settled, and you may use the unique code provided above for 10% off a single future online purchase of goods on Zappos.com (or via the Zappos.com mobile app), exclusive of shipping costs and taxes. You may also transfer or sell this code to someone else for personal, non-commercial use.

The Court has preliminarily approved this settlement. It will hold a Final Approval Hearing in this case on December 20, 2019 at 10:00 a.m. in Courtroom 3 of United States District Court for the District of Nevada, located at 400 S. Virginia Street, Reno, Nevada 89501. At the Final Approval Hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's requests for \$1,597,500 in attorneys' fees, costs, and expenses, and for service awards of \$2,500 to each of the nine Representative Plaintiffs (i.e., a total of \$22,500 in requested service awards). You have the right to attend the Final Approval Hearing and to be represented by counsel of your choice (at your own expense). For more information, including information about how to object to the settlement or to the request for attorneys' fees, costs, expenses or to the request for service awards, please visit this website

www.zapposdatasettlement.com.

If you do not use or transfer your discount code, you have the right to request exclusion from the settlement ("opt out") or to object to the settlement, but the deadline for this is November 29, 2019. Please [click here](#) for additional details.

If you do not request exclusion from the settlement before the deadline and if the Court approves the settlement, you will release (give up) all claims against Zappos and related parties (including Amazon.com) that pertain in any way to the January 2012 data security hack.

If the court does not approve the settlement, the discount code may expire at the time of the Final Approval Hearing; otherwise the discount code is good until December 31, 2019.

Please review the complete, court-approved notice [here](#) for additional information, rules for use of the discount code and information about how to obtain a substitute code if you are unable to use it due to hospitalization or military service.

If you believe you have received this message in error, please use this link to unsubscribe.

Diana S. González
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Brooklyn, NY 11215

NEW YORK
NY 100
30 OCT '19
PM 6 L

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District of Nevada
United States District Court
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Reno, NV 89501

89501-213239

